

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 40 pages

1. Purchase Authority: Public Law 92-218 as amended

2. Request For Proposal (RFP) Number: 260-03-10	3. Issue Date: 11/18/02	4. Just In Time: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L
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6. TITLE: OBESITY, DIABETES AND AGING ANIMAL RESOURCE

7. ISSUED BY: National Institutes of Health Division of Research Acquisition, OLAO 6100 Executive Blvd., MSC 7540 Room 6E01 Bethesda, Maryland 20892-7540	8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
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9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1 until 4:00 p.m. local time on February 18, 2003. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043."

10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO TWO DIFFERENT LOCATIONS. THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY IS THE ADDRESS PROVIDED FOR THE RESEARCH CONTRACTS BRANCH AS STATED IN ATTACHMENT 1.

11. Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed.

12. FOR INFORMATION CALL: Ms. Silver C. Jones
PHONE: (301) 496-4487
E-MAIL: sj12z@nih.gov
COLLECT CALLS WILL NOT BE ACCEPTED.

13. Table of Contents on following page.

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO

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PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS **NOT** AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this procurement is to provide support for the maintenance of a colony of rhesus monkeys, to continue some characterization of animals during the progression from normal to diabetic state that is necessary for effective husbandry of these special-needs animals, and to continue to provide access to the monkeys and biospecimens for the many collaborators involved with these animals.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 2, attached hereto and made a part of this Solicitation.

ARTICLE C.2. REPORTING REQUIREMENTS

- a. Technical Progress Reports

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award.

For proposal preparation purposes only, it is estimated that 2 copies of these reports will be required as follows:

- ☐ Monthly
- ☒ Quarterly
- ☐ Semi-Annually

- (X) Annually
- () Annually (with a requirement for a Draft Annual Report)
- (X) Final - Upon final completion of the contract
- () Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

b. Summary of Salient Results

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at the National Institute on Aging, Bethesda, Maryland 20892.

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No. 52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in Section C and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below:

Item	Description	Quantity	Delivery Schedule
(a)	Quarterly Census Report	2	Within fifteen (15) calendar days from the end of each quarter.
(b)	Annual Report	2	Within fifteen (15) calendar days after the end of each contract year.
(c)	Final Report	2	Upon completion of the contract.

b. The above items shall be addressed and delivered to:

[The specific information will be included in the resultant contract]

Addressee	Deliverable Item No.	Quantity
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ARTICLE F.2. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

[To be specified prior to award]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

[To be specified prior to award]]

ARTICLE G.3. RECIPIENTS REIMBURSEMENT PROCEDURES

- a. The Contractor shall bill recipients directly for the ODAAR resources provided (see Section IV of the Statement of Work). The charges for these resources shall be based upon the current National Institute on Aging price list for the items listed in an Attachment in Section J, Attachment 2 of this contract. Under no circumstances shall the Contractor bill prices other than those listed in the referenced price list. Prices listed are subject to change. Revised price lists will be issued by the Government when appropriate without the concurrence of the Contractor.
- b. The Contractor shall keep an accurate account of all payments received from recipients of these resources separate from other fiscal aspects of the contract. The Contractor shall record as credits on monthly vouchers to the Government, all payments received from the Government Grantees/Contractors/Government Agencies/or other private organizations. The income from recipients must be credited to the Government in the billing period actually received. Thus, the Contractor shall bill the Government directly for payment of contract costs and shall subtract as a credit all payments received from recipients. The actual collections from sales will be offset against the gross billing leaving a net amount due on the invoice.

The National Institute on Aging Project Officer may direct from time to time that shipments be made entirely at Government expense.

- c. The Contractor shall account for the contract related income separately in accordance with its own double entry accounting system. The Contractor shall submit to the Government a Monthly Summary Sheet of Sales, which is listed as an Attachment in Section J of this contract. The Contractor shall submit a copy of this Attachment each month with the Monthly Progress Report.

The administration of the contract related income shall be subject to the terms of this contract, including specifically and without limitation, the Audit--Negotiation Clause (FAR 52.215-2) of the General Clauses, and the applicable cost principles of the Federal Acquisition Regulation.

- d. The Contractor shall use the following procedures for collection of delinquent accounts:

Step 1 - Accounts 30 days past due. A copy of the invoice shall be sent to the recipient with a notation that the account is overdue and request payment.

Step 2 - Accounts 60 days past due. The Contractor shall turn the account over to a collection agency.

- e. When the completion (final) invoice is submitted on this contract, a listing of all outstanding recipient invoices shall be provided along with details as to what disposition is expected on each.

ARTICLE G.4. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

- (1) Invoices/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

Contracting Officer
National Institutes of Health
Division of Research Acquisition
6100 Executive Blvd., MSC 7540
Room 6E01
Bethesda, Maryland 20892

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-4487.

ARTICLE G.5. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, **Contractor's Guide for Control of Government Property**, (1990) which can be found at <http://knownet.hhs.gov/log/contractorsguide.htm>

ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an

alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

- a. Pursuant to Public Law(s) cited in paragraph b. , below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

b. Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.3. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b. Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.4. ANIMAL WELFARE ASSURANCE

The Contractor shall obtain, prior to the start of any work under this contract, an approved Animal Welfare Assurance from the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), Office of the Director, NIH, as required by Section I-43-30 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals. The Contractor shall maintain such assurance for the duration of this contract, and any subcontractors performing work under this contract involving the use of animals shall also obtain and maintain an approved Animal Welfare Assurance.

ARTICLE H.5. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

- (1) The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
- (2) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

(1) Subcontracting Report for Individual Contracts, SF-294

The Contractor shall submit the original and one (1) copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

The Report shall be sent to the Contracting Officer at following address:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., MSC 7540
Room 6E01
Bethesda, Maryland 20892

(2) Summary Subcontract Report, SF-295

The Contractor shall submit one (1) copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first Report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective.

One copy of this report shall be sent to the Contracting Officer at the address above. One copy of this Report shall be mailed to the Office of Small and Disadvantaged Business Utilization, DHHS at the following addresses:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

ARTICLE H.6. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future HHS appropriation acts.

b.	Public Law No.	Fiscal Year	Dollar Amount of _____Salary Limitation*
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[Applicable information to be included at award]

* Currently this amount is \$166,700 and will remain at this level until such time as the Executive Level I is increased. See the following web site for Executive Level I rates of pay.

FOR FY-02 EXECUTIVE LEVEL SALARIES: <http://www.opm.gov/oca/02tables/ex.pdf>

ARTICLE H.7. PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute on Aging, National Institutes of Health, under Contract No. _____."

ARTICLE H.8. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b.	Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.9. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489

ARTICLE H.10. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at : <http://ott.od.nih.gov/NewPages/64FR72090.pdf>, is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools," "research materials," and "research resources" are used interchangeably and have the same meaning.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000), Alternate II (Apr 1998)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions

52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Feb 2002	Allowable Cost and Payment (Paragraph (a) is modified to delete the words "Subpart 31.2" and to add the words "Subpart 31.3")
52.216-11	Apr 1984	Cost Contract - No Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Aug 1996	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	May 2002	Buy American Act - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General, Alternate IV (Jun 1987)
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Feb 2002	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)

52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract), Alternate I (Jul 1985)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-5	Sep 1996	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.249-14	Apr 1984	Excusable Delays
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - Rev. 9/2002].

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following clause(s) will be made part of the resultant contract:

ALTERNATE I (OCTOBER 1997) of FAR Clause 52.215-14, INTEGRITY OF UNIT PRICES (OCTOBER 1997) is added.

ALTERNATE II (OCTOBER 2001) of FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JANUARY 2002) is added.

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefor. **Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.**

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

- (1) FAR 52.216-15, Predetermined Indirect Cost Rates (APRIL 1998).
- (2) FAR 52.217-2, Cancellation Under Multiyear Contracts (JULY 1996).
- (3) Alternate IV (JUNE 1987), FAR 52.227-14, Rights in Data - General (JUNE 1987).
- (4) FAR 52.243-2, Changes--Cost Reimbursement (AUGUST 1987), Alternate V (APRIL 1984).

b. **DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:**

HHSARS 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001).

c. **NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:**

The following clauses are attached and made a part of this contract:

NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

a. **FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)**

- (a) **Definitions.** As used in this clause--

Commercial item, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Packaging and Delivery of Proposal, September, 1997, 2 pages.
2. Statement of Work, 3 pages.
3. Monthly Summary Sheet of Sales, May, 1991, 1 page.
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4⁴, May, 1997, 5 pages.
5. Subcontract Plan Format² or ³, September, 2002, 9 pages.
6. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)⁴, April, 1984, 1 page.
7. Disclosure of Lobbying Activities, OMB Form SF-LLL², December, 1989, 3 pages.
8. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)², June., 1982, 2 pages.
9. Contact Points², July, 1991, 1 page.
10. Technical Proposal Cost Information¹, December, 1988, 1 page.
11. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours², September, 1992, 2 pages.
12. Summary of Related Activities¹, March, 1984, 1 page.
13. Proposal Intent Response Sheet⁶, March, 1984, 1 page.
14. Government Notice for Handling Proposals¹, January, 2001, 1 page.
15. Project Objectives, NIH 1688-1¹, September, 2002, 1 page.
16. Government Property - Schedule⁴

Footnotes:

1. These forms must be completed (where applicable) and submitted with the Technical Proposal.
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. These forms will be attached to any contract resulting from this RFP.
5. Submission instructions are contained on the form.
6. Complete this form as soon as possible and return as indicated on the form.
7. If applicable, this form is to be completed and submitted with the Technical Proposal. ALL INSTITUTIONS MUST HAVE THE FORM REVIEWED AND APPROVED BY THEIR INSTITUTIONAL REVIEW COMMITTEE.
8. Submission Instructions are contained in Section L.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications required by this particular acquisition can be accessed electronically from the INTERNET at the following URL:

<http://rcb.nci.nih.gov/forms/rcneg.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS AND SUBMIT THEM AS PART OF YOUR BUSINESS PROPOSAL.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

1. GENERAL INFORMATION

a. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 500 employees.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in EVERY solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

b. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that one award will be made from this solicitation and that the award will be made on/about September 30, 2003.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement type contract completion with a term of five years, and that incremental funding will be used for this contract.

c. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 41,085 labor hours. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

d. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

e. COMMUNICATIONS PRIOR TO CONTRACT AWARD

The offeror shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

f. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to the offeror in accordance with regulations applicable to negotiated acquisition.

g. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

h. SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., MSC 7540
Room 6E01
Bethesda, Maryland 20892-7540

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2. INSTRUCTIONS TO OFFEROR

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a cost-reimbursement completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

(3) **Proposal Summary and Data Record (NIH-2043)**

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD.)

(4) **Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS). However, the technical proposal should **not** include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(6) **Evaluation of the Proposal**

The Government will evaluate the technical proposal in accordance with the criteria set forth in Part IV, Section M of this RFP.

(7) **Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

(8) **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) Care of Live Vertebrate Animals

- a. The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to the Offeror of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects - (SEPTEMBER 1985)

The Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), PHS, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OER, OLAW. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OER, OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OER, OLAW, may be contacted at Rockledge Center I - Suite 1050, 6705 Rockledge Drive, Bethesda, MD 20817, (301) 496-7163, ext 234. FAX copies of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

- b. If an Animal Assurance is already in place, the offeror's proposal shall include:

- The Animal Welfare Assurance number.
- The date last certified by OLAW. (i.e. assurance letter from OLAW)
- Evidence of recent AAALAC Accreditation.

(10) Obtaining and Disseminating Biomedical Research Resources

As a public sponsor of biomedical research, the National Institutes of Health (NIH) has a dual interest in accelerating scientific discovery and facilitating product development. Intellectual property restrictions can stifle the broad dissemination of new discoveries and limit future avenues of research and product development. At the same time, reasonable restrictions on the dissemination of research tools are sometimes necessary to protect legitimate proprietary interests and to preserve incentives for commercial development. To assist NIH contractors achieve an appropriate balance, the NIH has provided guidance in the form of a two-part document, consisting of Principles setting forth the fundamental concepts and Guidelines that provide specific information to patent and license professionals and sponsored research administrators for implementation.

The purpose of these Principles and Guidelines is to assist NIH funding recipients in determining: 1) Reasonable terms and conditions for making NIH-funded research resources available to scientists in other institutions in the public and private sectors (disseminating research tools); and 2) Restrictions to accept as a conditions of receiving

access to research tools for use in NIH-funded research (acquiring research tools). The intent is to help recipients ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

This policy, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]) will be included in any contract awarded from this solicitation. It can be found at the following website: <http://ott.od.nih.gov/NewPages/64FR72090.pdf>.

(11) Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(12) Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, Attachment to this RFP is an example of such a plan.

- a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel

services.

c) The offeror understands that:

- (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
- (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HubZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
- (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.
- (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

d) Each plan must contain the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.
- (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
- (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and/or Service Disabled Veteran-Owned Small Business Concerns.
- (4) A description of the method used to develop the subcontracting goals.
- (5) A description of the method used to identify potential sources for solicitation purposes.
- (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.

- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
- (8) A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

(13) Salary Rate Limitation in Fiscal Year 2002*

Offerors are advised that pursuant to P.L. 107-116, no NIH Fiscal Year 2002 (October 1, 2001 - September 30, 2002) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 107-116 applies only to Fiscal Year 2002 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 107-116 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level I."

Information regarding the FY-2002 rate can be found at: <http://www.opm.gov/oca/02tables/ex.pdf>

(14) Institutional Responsibility Regarding Conflicting Interests of Investigators

EACH INSTITUTION MUST:

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50

Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.

- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
 - 1) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
 - 2) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
 - 3) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
 - 4) the Institution will otherwise comply with the regulations.

Institutional Management of Conflicting Interests

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- (i) public disclosure of significant financial interests;
 - (ii) monitoring of research by independent reviewers;
 - (iii) modification of the research plan;
 - (iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
 - (v) divestiture of significant financial interests; or
 - (vi) severance of relationships that create actual or potential conflicts of interests.
- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

(15) ROTC Access and Federal Military Recruiting on Campus

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

(16) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- b) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

a) **Project Objectives, NIH-1688-1**

The offeror shall insert a completed NIH Form 1688-1, Project Objective, as provided in Section J, Attachments, behind the Title Page of each copy of the proposal, along with the "Government Notice for Handling Proposals." The NIH Form 1688-1 is to be completed as follows:

- For an **Institution of Higher Education**: The form MUST be completed in its entirety.
- For **OTHER** than an Institution of Higher Education: The starred items (Department, Service, Laboratory or Equivalent, and Major Subdivision) should be left blank.

The information required under the "Summary of Objectives" portion of the form **MUST** meet the requirements set forth in the section of the form entitled, "**INSTRUCTIONS:**"

b) **Statement of Work**

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

c) **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON

THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

(1) Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

(2) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

(4) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M, hereof).

(3) Additional Technical Proposal Information

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled

subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

c. BUSINESS PROPOSAL INSTRUCTIONS

(1) Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

(2) Cost and Pricing Data

1. General Instructions

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
- (10) Date of submission; and
- (11) Name, title and signature of authorized representative.

- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.
- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--
 - (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - (2) The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

2. **Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
 - (1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
 - (2) *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as

subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

- B. **Direct Labor.** Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
 - (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers.
 - (4) Patent application serial numbers, or other basis on which the royalty is payable.
 - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
 - (6) Percentage or dollar rate of royalty per unit.
 - (7) Unit price of contract item.
 - (8) Number of units.
 - (9) Total dollar amount of royalties.
 - (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).
- F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished.

In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

To assist in the preparation of future cost estimates, the Projected Consumer Price Index may be accessed at: <http://rcb.nci.nih.gov/forms/cpi.htm>

4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
5. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

****** (Please note that data substantiating the costs or prices proposed (i.e. payroll documentation, vendor quotes, invoice price, etc.) shall not be submitted with the initial proposal. This information will be requested from the offeror during the negotiation process. The initial proposal need only indicate from what source the proposed costs and prices are substantiated.) ******

(3) **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** [FAR Clause 52.215-20 (October 1997)]

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract,

proof that an exception has been granted for the schedule item.

- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

Alternate I (October 1997). As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

- (b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

(4) **Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

a) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

b) **Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

c) **Performance History**

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

d) **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the

award fee actually received. The same type of organizational experience and past performance data should be submitted.

e) Pertinent Grants

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

(5) Other Administrative Data

a) Property

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
 - (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

b) Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38, (May 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

c) **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

d) **Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

HHSAR 352.232-75, Incremental Funding (January 2001)

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.
- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

(6) **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

(7) **Proposer's Annual Financial Report**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

(8) Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

(9) Travel Costs/Travel Policy

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. The Offeror must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

2. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

1. Technical Adequacy and Feasibility of Proposal: (30 points)

Adequacy of the offeror's technical approach, as demonstrated by the soundness, practicality and feasibility of plans to accomplish each task described in the Statement of Work. Documented success in the operation of a high quality non-human primate facility. Understanding of the scope and purpose of the contract, including the adequacy of discussion of problems likely to occur and plans to address and correct these. This to include a management plan to address all required work and facilities described for the operation of the non-human primate colony.

2. Personnel (40 points)

Documented expertise of personnel to perform tasks as outlined in the Statement of Work. These requirements far exceed what would normally be expected of animal facility personnel. It requires personnel familiar with the complications associated with diabetes. It requires research technicians capable of sample collection and analysis of the many biochemical indices being measured. It requires the scientific expertise of a principal investigator to interpret the significance of these many tests and to make appropriate special care requirements as detailed in the Statement of Work.

3. Facilities (30 points)

Documented availability of sufficient space and equipment to maintain a non-human primate colony and the support laboratory.

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offeror" - General Instructions. Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP NO. 260-03-10.

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

NUMBER OF COPIES

PLEASE NOTE - THE TECHNICAL PROPOSAL SHALL BE SENT IN SPLIT SHIPMENTS TO TWO LOCATIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

A. TECHNICAL PROPOSAL ONLY

ORIGINAL * AND THREE (03) COPIES TO:

If hand-delivered or delivery service

Silver C. Jones
Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., MSC 7540
Room 6E01
Rockville, Maryland 20852

If using U.S. Postal Service

Silver C. Jones
Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., MSC 7540
Room 6E01
Bethesda, Maryland 20892-7540

FIVE (05) COPIES TO:

If hand-delivered or delivery service

Mary Nekola, Chief
Special Review Office, OEA, NIA
National Institutes of Health
Gateway Building
7201 Wisconsin Avenue, Room 2C212
Rockville, Maryland 20892

If using U.S. Postal Service

Mary Nekola, Chief
Special Review Office, OEA, NIA
National Institutes of Health
Gateway Building
7201 Wisconsin Avenue, Room 2C212
Bethesda, Maryland 20892-7540

B BUSINESS PROPOSAL

ORIGINAL* AND THREE (03) COPIES TO:

If hand-delivered or delivery service

Silver C. Jones
Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Boulevard
Room 6E01
Rockville, Maryland 20852

If using U.S. Postal Service

Silver C. Jones
Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., MSC 7540
Room 6E01
Bethesda, Maryland 20892-7540

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING PURPOSES.

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the Rockville, Maryland address. Any package sent to the Rockville address via this service will be held at a local post office for pick-up. The Government is not responsible for picking up any mail at a local post office. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

STATEMENT OF WORK

I. Background

The colony of monkeys held and managed by the Obesity, Diabetes and Aging Nonhuman Primate Research Center (ODA-NRPC) is a uniquely valuable animal resource which provides the opportunity for a large number of investigators to study the interactions of aging, obesity, insulin resistance, and non-insulin dependent diabetes mellitus (NIDDM, Type II diabetes). The importance of this colony lies in the large number of animals that have spontaneously developed obesity, often followed by the development of diabetes. Previous studies in this Center have provided evidence that this aging-associated diabetes in monkeys is extraordinarily similar to the human condition. This colony is presently in direct support of many extramural and intramural studies of interest to the NIA.

This resource is unique in the large number of diabetic and pre-diabetic rhesus monkeys which are under longitudinal study. This colony has been maintained under consistent environmental control and diabetic animals are carefully monitored to adjust insulin doses and assure optimal health.

The animals continue to be longitudinally characterized for variables including daily food intake, body weight and an extensive set of metabolic and hormonal variables. All animals are screened for insulin-resistance via the hyperinsulinemic euglycemic clamp and progressive changes in hepatic insulin-resistance are determined via measurements of hepatic glucose production. Blood pressure, microalbuminuria, and plasma lipid and lipoprotein concentrations including VLDL triglycerides, and HDL2 and HDL3 cholesterol are routinely obtained. A central computerized data management system has been developed that includes all *in vivo* and *in vitro* longitudinal data obtained on each animal.

The Obesity, Diabetes and Aging Nonhuman Primate Research Center has facilitated the use of these animals and their valuable tissues and specimens by a wide range of investigators. Tissues are shared with multiple investigators so as to allow many questions to be simultaneously studied. These collaborators are recognized experts in their fields and most are funded by the National Institutes of Health.

II. Objectives

The objective of this contract is to provide support for the maintenance of this unique resource, to continue some characterization of animals during the progression from normal to diabetic state that is necessary for effective husbandry of these special-needs animals, and to continue to provide access to the monkeys and biospecimens for the many collaborators involved with these animals.

III. Work to be Performed

Independently and not as an agent of the Government, the Contractor shall provide all necessary personnel, facilities, supplies, and services (except for those to be furnished by the government as specified elsewhere in this contract) to perform the work required by this contract as set forth in this section.

Specifically, the Contractor shall perform the following:

Provide necessary facilities and husbandry for animals:

A.

1. Provide facilities for the housing of 60 rhesus monkeys that meet or exceed standards as stated in the Guide for the Care and Use of Laboratory Animals, <http://www.nap.edu/books/0309053773/html/index.html>.
2. Provide required care of these animals, including special care required for many of the animals due to aging-, obesity- or diabetes-associated complications. Frequent medical problems require clinical tests such as hematology and blood chemistry profiles, treatment and drugs such as antibiotics and insulin, urine tests such as clinitests and ketostix, and dental and skin problems requiring special care and treatment.
3. Monitor blood and/or urine levels of glucose and adjust insulin doses accordingly.

4. Monitor food intake and body weights of each animal.

B. Provide longitudinal characterization of animals:

1. Daily measurements of food intake.
2. Daily measurements of urine glucose and ketone levels in diabetic and pre-diabetic animals.
3. Biweekly measurements of bodyweight.
4. Bimonthly determinations of basal substrate and hormone levels of glucose, free fatty acids, triglycerides, cholesterol, insulin, C-peptide, glucagon, and growth hormone.
5. Semi-annual measurements of blood pressure.

C. Provide laboratory space and personnel to perform the above requirements.

Maintain a central computerized data management system to provide ready-access to animal records, biospecimen

D.

inventory, and publications and funding information for investigators using the resource.

Collect and distribute body fluids and tissues to investigators. During the life of these animals periodic collection of

E.

blood, urine, spinal fluid and tissue biopsies and at death the collection of various organs and tissues will be required for the many investigators involved with the use of this colony.

F. Establish and maintain individual records for each animal with regard to husbandry, health, and characterization data.

G. Invoice investigators for cost recovery as described in IV. Cost to Investigators. The Contractor shall keep an account of contract-related income, separate from other fiscal aspects of this contract. All funds received for cost recovery shall be used to offset the total estimated costs under the contract and shall be credited to contract invoices in the billing period actually received. Proceeds from the cost recovery shall be shown as a separate line item on invoices.

IV. Cost to Investigators

The Contractor shall charge a cost recovery fee to investigators using ODAAR resources who are not funded through the NIA. NIA grantees are exempt from the cost recovery. The cost structure is subject to change at the direction of the Contracting Officer. Initially, the cost structure shall be as follows.

A. Use of the monkeys for non-invasive procedures such as behavior tests - \$50.00 per monkey per day of use (any part of a day = one day).

B. Receipt of tissue from necropsy or blood drawn at regular physical exams - \$30.00 per sample plus shipping charges.

C. Special blood draws or skin biopsy - \$50.00 per sample, plus the cost of medical supplies and medications (anesthesia, etc; does not include laboratory supplies such as gloves, tubes etc.), plus shipping charges, plus Contractor Time Element (CTE) charges. CTE charges are figured as the number of hours (partial hour = 1 hour) for each contract staff member involved multiplied by the total of the hourly salary of the staff member times 2, and then totaled.

Example:

Person A - # hours x [hourly salary x 2] = total A

Person B - # hours x [hourly salary x 2] = total B

Total A + Total B = Total CTE

Example of cost for procedure:

\$50.00	sample fee
\$XX.00	shipping charges if applicable
\$XX.00	medical supplies
<u>\$XXX.00</u>	CTE
Total	

D. Invasive procedures such as muscle or fat biopsy - \$500.00 per sample, plus shipping charges, plus the cost of medical supplies and medications (anesthesia, post-op medications, etc; does not include laboratory supplies such as gloves, tubes etc.), plus CTE (as described above).

V. Required Reports/Deliverables

The contractor shall submit to the Project Officer and Contracting Officer one (1) copy each of the following items in the quantities and in accordance with the schedule specified:

1. The Contractor shall submit two (2) copies (one to the Contracting Officer and one to the Project Officer) of the quarterly census reports within fifteen (15) calendar days from the end of the quarter. They shall include the principle investigator, institution and contract number, the number of animals in the colony and the number supported by the NIA.
2. The Contractor shall submit two (2) copies (one to the Contracting Officer and one to the Project Officer) of the annual report within fifteen (15) calendar days after the end of each contract year except for the final year. The report shall include a cover page containing the contract number and title, period of performance being reported, contractor's name and address, author(s) of the report, date of submission, and a summation of the activities of the contract for the period covered, including a description of collaborative activities, a list of all recipients of specimens from the ODAAR monkeys with the numbers and type of specimens received, and the reference for all papers published during the performance period that included use of ODAAR resources, either from the Contractors lab or from other users of the resource.
3. The Contractor shall submit two (2) copies (as above) of the final report on or before the last day of the contract performance period. This report shall include a summation of the work performed and results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the activities of this contract as described in the Work Statement.

Data:

The contractor shall establish and maintain individual records for each animal with regard to husbandry, health and characterization data, which shall be made available to the Project Officer upon request.

MONTHLY SUMMARY OF SALES

CONTRACTOR: _____
CONTRACT NUMBER: _____
MODIFICATION NUMBER: _____
ATTACHMENT NUMBER: _____
MONTHLY SUMMARY OF SALES DATED: _____
MONTH OF INVOICE: _____

PAGE ____ OF ____ PAGES

Recipient	Items/ Qty.	Unit Cost	Shipping Cost	Total Billed	Total Collected	Balance Due	Days Late

INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING
INSTRUCTIONS FOR NIH COST-REIMBURSEMENT CONTRACTS, NIH(RC)-4

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Incurred Cost - Current** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (j) **Incurred Cost - Cumulative** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
 - (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

 List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
 - The item number for the specific piece of equipment listed in the Property Schedule.
 - The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.
 - Be preceded by an asterisk (*) if the equipment is below the approval level.
 - (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
 - (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.

- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

FINANCIAL REPORTING INSTRUCTIONS:

These instructions are keyed to the Columns on the sample invoice/financing request.

Column A--Expenditure Category - Enter the expenditure categories required by the contract.

Column B--Cumulative Percentage of Effort/Hrs.-Negotiated - Enter the percentage of effort or number of hours agreed to doing contract negotiations for each employee or labor category listed in Column A.

Column C--Cumulative Percentage of Effort/Hrs.-Actual - Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

Column D--Incurred Cost-Current - Enter the costs, which were incurred during the current period.

Column E--Incurred Cost-Cumulative - Enter the cumulative cost to date.

Column F--Cost at Completion - Enter data only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column G-- Contract Amount - Enter the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

Column H--Variance (Over or Under) - Show the difference between the estimated costs at completion (Column F) and negotiated costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications: Any modification in the amount negotiated for an item since the preceding report should be listed in the appropriate cost category.

Expenditures Not Negotiated: An expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above.

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH Division of Research Acquisition, OLAO 6100 Executive Blvd., MSC 7540 Room 6E01 Bethesda, MD 20892-7540</p> <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION 100 Main Street Anywhere, USA zip code</p> <p>Attn: Name, Title, & Phone Number of Official to Whom Payment is Sent</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. _____</p> <p>Effective Date _____</p> <p>(f) Total Estimated Cost _____</p> <p>(g) Total Fixed Fee _____</p>
--	--

(h) This invoice/financing request represents reimbursable costs for the period from _____ to _____

Expenditure Category* A	Cumulative Percentage of Effort/Hrs.		Incurred Cost		Cost at Completion F	Contract Amount G	Variance H
	Negotiated B	Actual C	(i) Current D	(j) Cumulative E			
(k) Direct Costs:							
(1) Direct Labor							
(2) Fringe Benefits							
(3) Accountable Property (attach HHS-565)							
(4) Materials & Supplies							
(5) Premium Pay							
(6) Consultant Fees							
(7) Travel							
(8) Subcontracts							
(9) Other							
Total Direct Costs							
(l) Cost of Money							
(m) Overhead							
G&A							
(n) Fixed Fee							
(o) Total Amount Claimed							
(p) Adjustments							
(q) Grand Totals							

I certify that all payments are for appropriate purposes and in accordance with the contract.

(Name of Official)

(Title)

* Attach details as specified in the contract

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT: \$	_____	\$	_____
	Total contract or Base-Year, if options		Option #1 (if applicable)
\$	_____	\$	_____
	Option #2 (if applicable)		Option #3 (if applicable)
		\$	_____
			Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract. **If assistance is needed to locate small business sources, contact the Office of Small and Disadvantage Business Utilization (OSDBU) at (202) 690-7300 or the OPDIV Small Business Specialist at _____.** Sources may also be obtained from SBA's PRONET website. Please note that the Department of Health and Human Services (HHS) has subcontracting goals of _____% for small business (SB), _____% for small disadvantaged business (SDB), _____% for HubZone businesses (HUBZone), _____% for women-owned business (WOSB), _____% for veteran-owned business (VOSB), and service disabled veteran-owned small business (SDVOSB) concerns for fiscal year _____. For this procurement, HHS expects all proposed subcontracting plans to contain the following goals, at a minimum, _____% for small business, _____% small disadvantaged business, _____% for HubZone businesses, _____% for woman owned businesses, and _____% for veteran-owned businesses. These percentages shall be expressed as percentages of the total estimated subcontracting dollars. **The offeror is required to include an explanation for a category that has zero as a goal.**

NOTE TO CONTRACTORS: Please provide your CCS number with your Dun & Bradstreet number.

1. Type of Plan (check one)

_____ **Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).

_____ **Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

_____ **Commercial products/service plan** This plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with a OPDIV breakdown, if possible.)

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned (VOSB), Service-Disabled Veteran-owned Small Business (SDVOSB) and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.

1. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ _____ (b + h = a) (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

2. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, SDVOSB and VOSB): (% of "a") \$ _____ and _____ %
(Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

3. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

4. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

5. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

6.

7. Total estimated dollar and percent of planned subcontracting with VETERAN SMALL BUSINESSES: (% of “a”) \$ _____ and _____% (Base Year)

FY ___ 1st Option FY ___ 2nd Option FY ___ 3rd Option FY ___ 4th Option
 \$ _____ \$ _____ \$ _____ \$ _____

7. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS: (% of “a”) \$ _____ and _____% (Base Year)

FY ___ 1st Option FY ___ 2nd Option FY ___ 3rd Option FY ___ 4th Option
 \$ _____ \$ _____ \$ _____ \$ _____

8. Total estimated dollar and percent of planned subcontracting with “OTHER THAN SMALL BUSINESSES”:
 (% of “a”) \$ _____ and _____% (Base Year)

FY ___ 1st Option FY ___ 2nd Option FY ___ 3rd Option FY ___ 4th Option
 \$ _____ \$ _____ \$ _____ \$ _____

- Notes:**
1. Federal prime contract goals are:
 SB equals 23%; SDB equals 5%; HUBZone equals 3%, WOSB equals 5% and SDVOSB equals 3%, VOSB equals 3% and can serve as objectives for subcontracting goal development.
 2. SDB, WOSB, HUBZone, SDVOSB and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.
 3. If any contract has more four options, please attach additional sheets showing dollar amounts and percentages.

Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

Product/Service	Other	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB

- i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, and VOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

- j. Indirect costs have ____ have not ____ been included in the dollar and percentage subcontracting goals above (check one).

- k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns.

3. Program Administrator:

NAME/TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing. _____ yes _____ no

Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns from all possible sources; _____ yes _____ no

- c. Ensuring periodic rotation of potential subcontractors on bidder's lists; _____ yes _____ no
- d. Assuring that SB, SDB, WOSB, HUBZONE, SDVOSB and VOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing.
_____ yes _____ no
- e. Ensuring that requests for proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns. _____ yes _____ no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HubZone small, small disadvantaged, and women-owned small business participation.
_____ yes _____ no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices; _____ yes _____ no
- h. Establishing and maintaining contract and subcontract award records; _____ yes _____ no
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- j. Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended;
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- m. Preparing, and submitting timely, required subcontract reports;
- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures.
- o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- p. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, and VOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov>) and other SBA and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the

NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.

b. Internal efforts to guide and encourage purchasing personnel:

1. Conducting workshops, seminars, and training programs;
2. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF 294	4/30
Apr 1 - Sept 30	SF 294	10/30
Oct 1 - Sept 30	SF 295	10/30
Contract Completion	OF 312	30 days after completion

Special instructions for commercial plan: SF 295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit SF 294 to cognizant Awarding Contracting Officer.

- b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF 295 to cognizant Awarding Contracting Officer and to the:

 Office of Small and Disadvantaged Business Utilization
 Department of Health and Human Services
 200 Independence Avenue, SW
 Humphrey H. Building, Room 517-D
 Washington, D.C. 20201
- d. Submit “information” copy of the SF 295 and the SF 294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, and VOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, and VOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, and/or VOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract – by – contract basis* for company or division-wide commercial plans.)
- g. Other records to support your compliance with the subcontracting plan: (Please describe)

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HubZone small business concerns, small disadvantaged small business concerns, veteran-owned small business concerns and women-owned small business concerns.

Your company has established and uses such procedures: _____ yes _____ no

9. Description of Good Faith Effort

Maximum practicable utilization of small, HubZone small, small disadvantaged, veteran-owned, and women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, HubZone, small disadvantaged, veteran-owned and women-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: Contracting Officer
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: Small Business Specialist
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: SBA Procurement Center Representative
Date: _____

And Is Accepted By:

OPDIV: _____
Typed Name: _____
Title: _____
Date: _____

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. Initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))			b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: Yes No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.				Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only				Authorized for Local Reproduction Standard Form--LLL	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD	RFP/CONTRACT NUMBER		
PROJECT TITLE (Title or RFP or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)		
TYPE OF CONTRACT PROPOSED <input type="checkbox"/> COST-REIMBURSEMENT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST-PLUS-FIXED-FEE <input type="checkbox"/> OTHER			
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget	PROPOSED STARTING DATE		
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)			
NAME AND TITLE OF PRINCIPAL INVESTIGATOR	SOCIAL SECURITY NO.	EST. HOURS WEEKLY	AREA CODE/TEL.NO.
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS	AREA CODE/TELEPHONE NUMBER		
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS	AREA CODE/TELEPHONE NUMBER		
DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS <input type="checkbox"/> YES <input type="checkbox"/> NO Institution's General Assurance re: Human Subjects DATE APPROVED _____ <input type="checkbox"/> PENDING Institution's Review Board's Approval of this Proposal DATE APPROVED _____ <input type="checkbox"/> PENDING An example of the informed consent for this study is enclosed <input type="checkbox"/> YES <input type="checkbox"/> NO A Clinical Protocol is enclosed <input type="checkbox"/> YES <input type="checkbox"/> NO			
OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE RFP (Use attachment if necessary)			
ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		NUMBER OF EMPLOYEES CURRENTLY EMPLOYED	
		DOLLAR VOLUME OF BUSINESS PER ANNUM	
		THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)	
FOR THE INSTITUTION			
SIGNATURE OF PRINCIPAL INVESTIGATOR		SIGNATURE OF BUSINESS REPRESENTATIVE	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	
EMPLOYER IDENTIFICATION NUMBER		DATE OF OFFER	

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

CONTACT POINTS

Complete the following and return with the BUSINESS PROPOSAL.

Name, Title and Address* of Business Representative with whom daily contact is required.

Name

Telephone Number

Institutional Title

FAX Number

Institutional Office

E-Mail Address

Institution Name

**Street Address

City, State

Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

Name

Telephone Number

Institutional Title

FAX Number

Institutional Division, etc.

E-Mail Address

**Street Address

City, State

Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.

**Please use actual street address, not P.O. Box.

TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS

DIRECT LABOR:

<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Year 1</u> <u>(Hours)</u>	<u>Year 2</u> <u>(Hours)</u>	<u>Year 3</u> <u>(Hours)</u>	<u>Year 4</u> <u>(Hours)</u>	<u>Year 5</u> <u>(Hours)</u>	<u>Total</u>

Total Hours	_____	_____	_____	_____	_____	_____
<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Specific Instructions:

1. Do not include any individual salary information
2. Do not include any indirect cost or fee.
3. Do not submit the total amount of proposal.
4. Submit this information as a portion of the Technical Proposal.

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.
2. This format has been prepared as a universal guideline for all solicitations issued by the National Institutes of Health. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L.1., General Information for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:
 - a. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.

Offeror's proposal should be stated in the same terms as will be used to account for and record direct labor under a contract (i.e. percentage of effort is used for most faculty and professional employees at educational institutions). If percentages of effort are used, the basis to which such percentages are applied must also be submitted by the offeror. The attached format should be revised to accommodate direct labor proposed as a percentage of effort.
 - b. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
 - c. For all indirect costs, list the rates applied and the base the rate is applied to.
 - d. For all travel, list the specifics for each trip.
 - e. For any subcontract proposed, submit a separate breakdown format.
 - f. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
4. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.
5. **It is requested that you use the ELECTRONIC SPREADSHEET (provided below) to prepare your business proposal in lieu of the hardcopy contained in this Attachment. It is in EXCEL format and has instructions for use and submission. It is anticipated that use of this form will help expedite the review and award process. This electronic cost and price spreadsheet can be accessed at the following URL:**

<http://ocm.od.nih.gov/contracts/spsh/spshe.xls>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

For security purposes, please include a hard copy of the completed spreadsheet and submit the electronic file on a diskette with your proposal. The Research Contracts Branch, NCI is currently not capable of decoding encrypted files.

RFP Number: _____
 Organization: _____
 Date: _____

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

<u>COST ELEMENT</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
<u>DIRECT LABOR:</u>						
<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Rate</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>

<u>DIRECT LABOR COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFIT COST:</u>						
(if applicable)						
___% of Direct Labor Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>INDIRECT COST:</u>						
___% of Total Direct Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FEE:</u>						
(if applicable)						
___% of Total Est. Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>GRAND TOTAL ESTIMATED COST</u> <u>(PLUS FIXED FEE)</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SUMMARY OF RELATED ACTIVITIES

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals* in this proposal.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals*.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
-------------	-----------------------	------------------------------

- 1.
- 2.
- 3.
- 4.

PROPOSAL INTENT RESPONSE SHEET

RFP No. 260-03-10

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY THE EARLIEST PRACTICABLE DATE. YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL GREATLY ASSIST US IN PLANNING FOR PROPOSAL EVALUATION.

=====

☐ DO INTEND TO SUBMIT A PROPOSAL

☐ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

=====

RETURN TO:

National Institutes of Health
Division of Research Acquisition, OLAO
Attention: Silver C. Jones
6100 Executive Blvd., MSC 7540
Room 6E01
Bethesda, Maryland 20892-7540

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
NATIONAL INSTITUTES OF HEALTH**

PROJECT OBJECTIVES

SOLICITATION NUMBER: _____ **CONTRACT NUMBER:** _____
(To be inserted by the Contracting Officer)

OFFEROR NAME AND ADDRESS:

OFFEROR PHONE NUMBER (with Area Code): _____

***DEPARTMENT, SERVICE, LABORATORY OR EQUIVALENT (i.e., Department Name):**

***MAJOR SUBDIVISION (i.e., "Dental School," "Medical School," etc., or Major Component Code, if known):**

RFP TITLE: _____

PRINCIPAL INVESTIGATOR: _____

SUMMARY OF OBJECTIVES:

INSTRUCTIONS: The information supplied on this form MUST meet the following requirements: The summary of objectives MUST fit in the space provided. The height of the letters must not be smaller than 10 point; Helvetica or Arial 12 point is the NIH-suggested font. Type density, including characters and spaces, must be no more than 15 characters per inch (cpi). For proportional spacing, the average for any representative section of text must not exceed 15 cpi. No more than 6 lines of type within a vertical inch. Margins, in all directions, must be at least ½ inch.

THIS FORM MUST BE PLACED BEHIND THE TITLE PAGE OF EACH COPY OF THE TECHNICAL PROPOSAL ALONG WITH THE "GOVERNMENT NOTICE FOR HANDLING PROPOSALS."

*The insertion of the DEPARTMENT, SERVICE, LABORATORY OR EQUIVALENT (i.e., the Department Name) and MAJOR SUBDIVISION (i.e. "Dental School," "Medical School," etc., or the Major Component Code, if known) is required ONLY for INSTITUTIONS OF HIGHER EDUCATION.

NOTE: This Notice is for the Technical Evaluation Review Group who will be reviewing the proposals submitted in response to this RFP. THE OFFEROR SHALL PLACE A COPY OF THIS NOTICE BEHIND THE TITLE PAGE OF EACH COPY OF THE TECHNICAL PROPOSAL.

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in HHSAR 352.215-1.

- (f) If authorized in agency implementing regulations, agencies may release proposals outside the Government for evaluation, consistent with the following:
 - (1) Decisions to release proposals outside the Government for evaluation purposes shall be made by the agency head or designee;
 - (2) Written agreement must be obtained from the evaluator that the information (data) contained in the proposal will be used only for evaluation purposes and will not be further disclosed;
 - (3) Any authorized restrictive legends placed on the proposal by the prospective Contractor or subcontractor or by the Government shall be applied to any reproduction or abstracted information made by the evaluator;
 - (4) Upon completing the evaluation, all copies of the proposal, as well as any abstracts thereof, shall be returned to the Government office which initially furnished them for evaluation; and
 - (5) All determinations to release the proposal outside the Government take into consideration requirements for avoiding organizational conflicts of interest and the competitive relationship, if any, between the prospective Contractor or subcontractor and the prospective outside evaluator.
- (g) The submitter of any proposal shall be provided notice adequate to afford an opportunity to take appropriate action before release of any information (data) contained therein pursuant to a request under the Freedom of Information Act (5 U.S.C. 552); and, time permitting, the submitter should be consulted to obtain assistance in determining the eligibility of the information (data) in question as an exemption under the Act. (See also Subpart 24.2, Freedom of Information Act.)

